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FEBRUARY 28, 2004 FEBRUARY 28, 2003

CONTRACT PERIOD THROUGH FEBRUARY 28, 2002

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for TELECOMMUNICATIONS/CABLING SERVICES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **FEBRUARY 17, 1999.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

CS/mm

Attach

Copy to: Clerk of the Board

Nancy Bozich, Telecommunications **Steve Bartlett, Telecommunications**

Debbie Overton, MCSO Telecommunications **Sharon Tohtsoni**, Materials Management

1.0 INTENT

The Telecommunications Department of Maricopa County is seeking a qualified vendor to provide cable installation, termination services, (including parts and supplies) and assist with Moves, Adds & Changes (MAC) for the County's phone systems. These services will include all cabling required to provide voice and data service to all the various County Agencies. Maricopa County reserves the right to supply the parts and supplies and to have the selected vendor supply labor only for these services.

2.0 SCOPE OF WORK

- 2.1 The successful vendor will be capable of providing the following services:
 - 2.1.1 Installation and termination of type 3 cable and category 5 for voice applications.
 - 2.1.2 Installation and termination of category 5 cable for data applications.
 - 2.1.3 Installation of raceways and cable racks as required.
 - 2.1.4 Installation and termination of both copper and fiber optic riser cable to interconnect floors, using existing accesses or by installing conduit and/or core drilling as needed.
 - 2.1.5 Installation and termination of copper and fiber optic cable to interconnect buildings, using existing accesses or by providing buried or aerial cable at the County's options.
 - 2.1.6 Installation and relocation of telephone terminal devices (MAC).
 - 2.1.7 Troubleshoot and repair telephone terminal devices.
 - 2.1.8 Installation of video and CATV cable equipment.
 - 2.1.9 Troubleshoot and repair existing cable facilities.
- 2.2 The vendor will be required to provide all of these services with their own staff or through sub contractors.
- 2.3 Telecommunications will provide the vendor with adequate office and warehouse space at our facility. We will also provide a phone, FAX, Email service, and a workstation with access to our work order systems. The vendor will provide a credit to the County for the cost of any long distance charges for the phone and FAX lines assigned to them. MCSO will not furnish space to their vendor, and general government will not furnish space to that vendor, if different contractor is awarded general government.

3.0 ACCESS TO COUNTY FACILITIES

- 3.1 The vendor will have access to most County facilities during normal business hours, Monday Friday 8:00 a.m. to 5:00 p.m. In buildings where access is restricted County personnel will make the necessary arrangements for vendor admittance. Vendors may be required to have their employees work a flex time schedule, so that work can be done evenings and weekends without incurring overtime charges. The County will not pay overtime unless express written consent is given prior to the occurrence.
- Each of the vendor's employees must display a County ID when working in County facilities. There will be two County ID's issued. One of these ID's is issued by the Maricopa County Sheriff's office for access to the Sheriff's facilities and requires a background check, see **Attachment A**. The other ID is issued by The Superior Court of Maricopa County and allows card key access to other County Facilities. The requirements that must be met to receive an ID from the Superior Court are in **Attachment B**. Before any employee commences work at a County facility they must meet the requirements of both of these agencies. It will be the responsibility of the vendor to notify potential employees of these requirements and provide the information to the appropriate agencies to secure the ID's for the employee. It will also be the vendor's responsibility to notify Telecommunications, the Sheriff's office and Superior Courts security immediately upon termination of any employee who has a County ID. The vendor must return these ID's to the agencies when an employee is terminated. Telecommunications will provide the Vendor with keys to Telecommunications equipment rooms. It will be the Vendors responsibility to insure that any of these keys that are issued to an employee are returned upon termination of the employee or termination of this contract. If the Vendor does not return all the keys that have been issued the vendor will reimburse the County for all expenses to rekey or replace the locks.

4.0 VENDOR QUALIFICATIONS - Base 1, General Government

- 4.1 Provide reference for a specific contract where you installed 1000 stations drops with a minimum of 2 cables per station (or equivalent).
- 4.2 The contractor shall have a minimum of three (3) years' equivalent experience.
- 4.3 The following types of certifications are required for award. Include in your bid a list of those employees along with their resumes that have such certifications and will be working on County projects.

Fiber Optic Installation/repair (**Seimans**, AT&T etc.) Category 5 installation (**Siemans**, Ortronics etc.) OTDR operation Toshiba PBX Inter-Tel PBX

5.0 VENDOR QUALIFICATIONS - Base 2, Sheriff's Office

- 5.1 Provide reference for a specific contract where you installed 500 SYSTIMAX SCS Level 2061, plenum stations drop with a minimum of 2 cables per station (or equivalent).
- 5.2 The contractor shall have a minimum of three (3) years' equivalent experience.
- 5.3 The following types of certifications are required for award consideration. Include in your proposal a list of those employees along with their resumes that have such certifications and will be working on County projects.

SYSTIMAX SCS

Fiber Optic Installation/repair (Seimans, AT&T etc.) Category 5 installation (Siemans, Ortronics etc.) OTDR operation Toshiba PBX Inter-Tel PBX

6.0 GENERAL REQUIREMENTS (MANDATORY)

- 6.1 The Contractor assumes full responsibility for the safety and conduct of his employees. The County reserves the right to have any Contractor's employee, that conducts themselves in an unsafe or unprofessional manner, removed from County property.
- Within fourteen days of award of this contract the vendor must be prepared to receive work requests and complete those requests as specified.
- 6.3 Telecommunications or MCSO will provide the Vendor with work orders or repair orders for all work to be done. These work orders will include the location, floor plans or drawings, type and number of cables to be installed.
- 6.4 The vendor will meet all the following requirements:
 - 6.4.1 Materials will be supplied at the contractor's cost plus bid markup. The vendor must submit a copy of the itemized invoice from the supplier of the materials. Submit an itemized invoice of labor and material for each work order completed. The invoice must include all materials used regardless of source. Maricopa County reserves the right to supply all materials and have the contractor supply labor only.
 - 6.4.2 All invoices must include the County's Work Order number.
 - 6.4.3 Provide sufficient test equipment to test all cable installations. This shall include but is not limited to: OTDR **both wave lengths bi-directional**, Copper test equipment up to 155 MHz and level 2 category 5 compliant with the EIA specification.
 - 6.4.4 Test and verify continuity of type 3 cable installation (all conductors).

6.0 GENERAL REQUIREMENTS: (continued)

- 6.4 The vendor will meet all the following requirements: (continued)
 - 6.4.5 Provide documentation verifying category 5 compliance for all category 5 cable installed. Testing will be from outlet to patch panel.
 - 6.4.6 Provide documentation indicating test results for all optical fiber installation. Test must include terminating connectors.
 - 6.4.7 Trouble shooting, diagnostic routines and quality assurance on existing cables.
 - 6.4.8 Complete all repair calls within eight hours.
 - 6.4.9 An estimate of all costs involved for station cable installations not included in the standard cost model.
 - 6.4.10 Provide all necessary tools, test equipment and vehicles to complete the assigned work.
 - 6.4.11 Workmanship and operation will be guaranteed for all work performed.
 - 6.4.12 All work will be labeled and recorded in accordance with County procedures. Return floor plans or drawings to Telecommunications upon completion of the job with labeling for all jacks installed.
 - 6.4.13 All areas of work will be kept clean to prevent accidents and all unused materials, debris, and trash will be removed at the end of each day and when the work is completed.
 - 6.4.14 Cable installations will not be exposed unless approved by the County.
 - 6.4.15 Complete all cable installations for 1 to 16 workstations within four working days of receipt of order.
 - 6.4.16 Complete all cable installations for 17 to 30 workstations within eight working days of receipt of order.
 - 6.4.17 Complete all projects (more than 30 workstations and new facilities) within the time specified on the work order
 - 6.4.18 Provide a "Not To Exceed" written estimate for orders that include riser or campus cabling or station cabling in areas with obstructed access.
 - 6.4.19 Provide a "Not To Exceed" written estimate for installation in new County facilities. These installations will include all the work necessary to provide the cable infrastructure for both voice and data.
 - 6.4.20 Designate a project manager for the contract who shall have combination of a minimum of 10 years in field and management experience. Project Manager and project Coordinator may be the same person.
 - a) This person will provide a single point of contact for all services provided to the County.
 - b) This person's résumé must be provided to the County as part of the bid package.
 - c) The County will not accept separate or additional charges for the project management function.
 - 6.4.21 Each calendar quarter the vendor will provide to the County a status report this report will include:
 - a) Statistics indicating adherence to time frames for all work completed for the quarter.
 - b) The number and location of jobs, average time to complete jobs, average man-hours spent per job.
 - c) Review of exceptions to typical installations by location.
 - d) Any exceptions to normal work requirements will also be addressed in this report.
 - e) Customer satisfaction surveys from each agency for which work was done during the quarter.
 - f) Any other information deemed appropriate by the County.

6.0 GENERAL REQUIREMENTS: (continued)

- 6.4 The vendor will meet all the following requirements: (continued)
 - 6.4.22 The contractor's on site project coordinator (full time and assigned to Maricopa County) must have a minimum of 7 years of field experience. The County may accept fewer years of experience. This decision will be based on skill levels and other pertinent issues. The cost of this position is to be included in the general government unit pricing. (This cannot be billed separately). Project Manager and Project Coordinator may be the same person. This person will be responsible for the following:
 - a) Day to Day operations and coordination of work orders.
 - b) Resolution of any problems with Maricopa County.
 - c) Project Coordinators résumé to be included in the bid package.
 - 6.4.23 Maricopa County has the right of approval for all contractor's employees.
 - 6.4.24 All contractor's works crew shall have at least 1 full time employee with at least 2 years experience.

7.0 PENALTIES

- 7.1 For any repair order that exceeds the eight hour completion time, the vendor will apply a discount of 5%, of the total invoice for the repair order, per hour over the eight hour completion time.
- 7.2 For any work order exceeding the completion time frames specified in **Section 6.0**, **subsections 6.4.17 6.4.19** the vendor will apply a discount of 5%, of the total invoice for the work order, per day over the allowable number of days.

8.0 WARRANTY

- 8.1 The vendor must warranty all work completed under this contract for a (2) two year period from the time of acceptance (General Government). The vendor must warranty all work completed under this contract for a (15) fifteen year period from the time of acceptance (Sheriffs Office). That warranty must include the following:
 - 8.1.1 The vendor will repair and retest any cable installation that does not meet specifications.
 - 8.1.2 At the County's option the vendor will retest all cables installed as a part of the same work order if any cable installation does not meet specifications.
 - 8.1.3 The vendor will be accessed liquidated damages in the amount of \$150/day for cables that do not meet specifications. This time will be from the day of notification, including that day.

BASE #1 REQUIREMENTS

General Government

9.0 TYPICAL CABLE INSTALLATION REQUIREMENTS (Price to be provided on Base # 1 Price sheet – General Government) All parts and supplies will be at contractors cost plus bid markup. Contractor must submit a itemized parts invoice for all parts and supplies used showing their cost.

The County has installed 1000 to 1200 station cables, completed 1 or 2 trenching/conduit orders and cabled 6 to 8 new facilities over the past year. Approximately the same quantities can be expected annually.

9.1 Station cable

9.1.1 New voice and data cable to single outlet. Requirements: Installation of 2 Type 3, 4 pair cables terminated in jacks at Work Station and terminated on either 66 or 110 type blocks in IDF/MDF AND installation of 2 Category 5, 4 pair cables terminated in jacks at the Work Station and terminated on Category 5 patch panels in IDF/MDF. This will also include installation of blocks and patch panels in the IDF/MDF when required.

9.1.2 New data cable to single outlet. Requirements: Installation of 2 Category 5, 4 pair cables terminated in jacks at the Work Station and terminated on Category 5 patch panels in IDF/MDF. This will also include installation of patch panels in the IDF/MDF when required

- **9.0 TYPICAL CABLE INSTALLATION REQUIREMENTS** (Price to be provided on Base # 1 cost sheet General Government) (continued)
 - 9.1.3 New data cable and termination of existing voice cable in single outlet. Requirements: Termination of 2 existing Type 3, 4 pair cables in new jacks at Work Station AND installation of 2 Category 5, 4 pair cables terminated in jacks at the Work Station and terminated on Category 5 patch panels in IDF/MDF. This will also include installation of patch panels in the IDF/MDF when required
 - 9.2 Riser cable
 - 9.2.1 100 Pair copper cable.
 - 9.2.2 12 strand fiber optic cable.
 - 9.3 Campus cable
 - 9.3.1 200 Pair copper cable.
 - 9.3.2 24 strand fiber optic cable
 - All station cable will be installed per the specifications in **Attachment D** (The parts list and procedures identified in **Attachment D** will be the installation). Station cable installation must be quoted, on a per unit basis, for each of the three options listed in the standard cost model. We will use this standard cost model to estimate typical cable installations. Typical station cable installation will be in locations with unobstructed access from closet to workstation. Any location where the cable can be placed above a drop ceiling, with the jack cut into sheet rock walls or modular furniture with power poles, will be considered to have unobstructed access.

10.0 OTHER INSTALLATION REQUIREMENTS

In addition to the specific cable installation requirements the vendor must also provide the following:

- 10.1 Outside Plant
 - 10.1.1 Innerduct for Fiber Optic cable
 - 10.1.2 Splicing of copper cable
 - 10.1.3 Direct burial cable both copper and fiber optic
 - 10.1.4 Aerial cable both copper and fiber optic
 - 10.1.5 Conduit for copper and fiber installations
 - 10.1.6 Trenching for buried cable
 - 10.1.7 Splice enclosures for copper and fiber optic cables
 - 10.1.8 Entrance cable protectors
- 10.2 Inside Plant
 - 10.2.1 Modular cords and connectors (4 wire, 6 wire & 8 wire phone cords and category 5 patch cords)
 - 10.2.2 Flat (under carpet) cable
 - 10.2.3 Installation of Single Mode 8.3/125 µm Fiber Optic cable
 - 10.2.4 Installation of Multi Mode 62.5/125 µm Fiber Optic cable
 - 10.2.5 Replace fiber optic mechanical splices and connectors as required
 - 10.2.6 Fiber Optic ST UV cure connectors
 - 10.2.7 Distribution frames with 66 or 110 type termination blocks
 - 10.2.8 Raceways and cable racks (vertical and horizontal)
 - 10.2.9 Flush mount and wall mount jacks
 - 10.2.10 Relay racks (secured to the floor)
 - 10.2.11 Patch panels on relay racks or in enclosed cabinets
 - 10.2.12 Coaxial cable and connectors for RG-6, 8,11,59 and 62
 - 10.2.13 Twinax cable and connectors
 - 10.2.14 Equipment to station cross connects.
- 10.3 Telephone Terminal Devices

Cross connects, terminal device placement and programming for the following Key Systems

10.3.1 Toshiba

10.3.2 Inter-Tel

10.3.3 TIE Systems

10.0 OTHER INSTALLATION REQUIREMENTS: (continued)

- 10.4 Cross-connect and terminal device placement for the Nortel, SL100 System.
- 10.5 Video equipment installation
 - 10.5.1 Mounting hardware and enclosures for cameras and monitors
 - 10.5.2 Fiber and coax patch cables
 - 10.5.3 Video transmitters and receivers

BASE #2 REQUIREMENTS

11.0 SHERIFF'S OFFICE REQUIREMENTS (Cost to be provided on Base # 2 cost sheet)

- 11.1 The Sheriff's Office PBX network consists of two Lucent Technologies Definity ECS switches with three EPNs at this time. In all ECS locations the Sheriff's Office has an extensive SYSTIMAX SCS network in place. In addition to the ECS equipment, some substations are equipped with Tie, Inter-Tel or Toshiba key systems operating behind the ECS.
- 11.2 The Sheriff's Office has installed approximately 800 Systimax station cables, had 2 trenching/conduit orders and cabled 7 new facilities over the past year. Approximately the same quantity can be expected annually.
 - 11.2.1 The Sheriff's Office requires SYSTIMAX SCS level 2061, plenum cable category 5 cable for voice and data applications that meet **622 megabyte** throughput with a 15 year **manufacturer's warranty**. The Vendor must maintain current certification as an installer of the SYSTIMAX SCS wiring solution throughout the term of this contract.
 - 11.2.2 All cable pairs, jack numbers and descriptive locations or floor plans for new, moved or changed stations must be reported to the Sheriff's Office Technology & Development Division for incorporation into the station record. All jacks will be labeled and follow the Sheriff's Office labeling process.
 - a) PBX jacks: G3-XXX with XXX being the next sequential jack number
 - b) FB jacks: 7 or 10 digit number
 - 11.2.3 The Vendor will not deviate from the assigned work order unless authorized by the Sheriff's Office Technology & Development Division.
 - 11.2.4 The Vendor is responsible for securing all tools, equipment and material while in a secured or restricted area. Any loss of tools, equipment or material must be reported immediately to the facility commander and the Sheriff's Office Technology & Development Division.

12.0 TYPICAL CABLE INSTALLATION REQUIREMENTS

12.1 Station cable

- 12.1.1 New voice and data cable to single outlet. Requirements: Installation of SCS SYSTIMAX category 5 plenum terminated jack at the Work Station and terminated on either 66 or 110 type blocks in IDF/MDF when required. The jack will be properly tested, marked and fully functional upon completion.
- 12.1.2 New data cable to single outlet. Requirements: Installation of 2 Category 5, 4 pair cables terminated in jacks at the Work Station and terminated on Category 5 patch panels in IDF/MDF. This will also include installation of patch panels in the IDF/MDF when required
- 12.1.3 New data cable and retermination of existing voice cable in single outlet. . . Requirements: Termination of existing SCS SYSTIMAX category 5 plenum 5 cables in new jacks at the Work Station and installation of 2 category 5, 4 pair cables terminated in jacks at the Work Station. This will also include installation of patch panels in IDF/MDF. The jacks will be properly tested, marked and fully functional upon completion.

12.2 Riser cable

- 100 Pair copper cable installed, tested, tagged and terminated on 66 or 110 blocks. 12 strand fiber optic cable installed, tested tagged and terminated in a LIU. 12.2.1
- 12.2.2

12.0 TYPICAL CABLE INSTALLATION REQUIREMENTS: (continued)

- 12.3 Campus cable
 - 12.3.1 200 Pair copper cable. Cable installed, tested, tagged and terminated on 66 or 110 blocks.
 - 12.3.2 24 strand fiber optic cable installed, tested tagged and terminated in a LIU.
- 12.4 All station cable will be installed per SYSTIMAX SCS level 2061 specifications (**See Sheriff's Attachment D**). Station cable installation must be quoted, on a per unit basis, for each of the three options listed as the standard cost model. We will use this standard cost model to estimate typical cable installations. Typical station cable installation will be in locations with unobstructed access from closet to workstation. Any location where the cable can be placed above a drop ceiling, with the jack cut into sheet rock walls or modular furniture with power poles, will be considered to have unobstructed access.
- 12.5 For riser and campus cable installation the vendor must quote the price for installation, testing, tagging and termination the type of cable listed.
- 12.6 The vendor must also include the cost for trenching; conduit and core drilling per the attached cost evaluation form (**Price Sheet Base # 2**).

13.0 OTHER INSTALLATION REQUIREMENTS

In addition to the specific cable installation requirements the vendor must also provide the following:

- 13.1 Outside Plant
 - 13.1.1 Innerduct for Fiber Optic cable
 - 13.1.2 Splicing of copper cable
 - 13.1.3 Direct burial cable both copper and fiber optic
 - 13.1.4 Aerial cable both copper and fiber optic
 - 13.1.5 Conduit for copper and fiber installations
 - 13.1.6 Trenching for buried cable
 - 13.1.7 Splice enclosures for copper and fiber optic cables
 - 13.1.8 Entrance cable protectors
- 13.2 Inside Plant
 - 13.2.1 Modular cords and connectors (4 wire, 6 wire & 8 wire phone cords and category 5 patch cords)
 - 13.2.2 Flat (under carpet) cable
 - 13.2.3 Installation of Single Mode 8.3/125 µm Fiber Optic cable
 - 13.2.4 Installation of Multi Mode 62.5/125 µm Fiber Optic cable
 - 13.2.5 Replace fiber optic mechanical splices and connectors as required
 - 13.2.6 Fiber Optic ST UV cure connectors
 - 13.2.7 Distribution frames with 66 or 110 type termination blocks
 - 13.2.8 Raceways and cable racks (vertical and horizontal)
 - 13.2.9 Flush mount and wall mount jacks
 - 13.2.10 Relay racks (secured to the floor)
 - 13.2.11 Patch panels on relay racks or in enclosed cabinets
 - 13.2.12 Coaxial cable and connectors for RG-6,8,11,59 and 62
 - 13.2.13 Twinax cable and connectors
 - 13.2.14 Equipment to station cross connects.
- 13.3 Telephone Terminal Devices
 - 13.3.1 Cross connects, terminal device placement and programming for the following Key Systems
 - a) Toshiba
 - b) Inter-Tel
 - c) TIE Systems
- 13.4 Cross-connect and terminal device placement for the ECS System.

13.0 OTHER INSTALLATION REQUIREMENTS: (continued)

13.5 Video equipment installation

- 13.5.1 Mounting hardware and enclosures for cameras and monitors
- 13.5.2 Fiber and coax patch cables
- 13.5.3 Video transmitters and receivers

14.0 GENERAL SPECIFICATIONS:

14.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Vendors signify their understanding and agreement by signing this document, that the contract resulting from this bid will be a requirements contract. However, this contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a using agency or department identifies a need and proper authorization and documentation have been approved.

14.2 CONTRACT LENGTH:

This call for bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

14.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

14.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

14.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

14.6 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

14.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any

provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

14.8 APPROPRIATION CONTINGENCY:

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

14.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

14.10 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

14.11 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

14.11 INSURANCE REQUIREMENTS: (continued)

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage, which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured. Form B. CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

14.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

14.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

14.14 SUBCONTRACTING:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice. Contractors to supply list of following sub-contractor(s) if used; X-ray, Core Drilling, Aerial Cabling, Trenching, Conduit.

14.15 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Bids.

14.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions will be negotiated between the Vendor and the County.

14.17 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

14.18 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

14.19 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department, Telecommunications and MCSO (using departments) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

14.20 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

14.21 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

14.22 NON-DISCRIMINATION:

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

14.23 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

14.24 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

14.25 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14.26 FINANCIAL STATUS:

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

14.27 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

14.28 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer

Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

14.29 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

14.30 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

14.31 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

14.32 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

14.33 REFERENCES:

Vendors must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing reference accounts similar in size to Maricopa County.

14.34 BID PROTESTS AND DISPUTE RESOLUTION:

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

14.35 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

14.36 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial

or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

14.37 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

14.38 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

Vendors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A vendor is not relieved of it obligation to possess the required licenses by subcontracting out the labor portion of the contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

14.39 AMPLIFYING DATA:

Should any bidder wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying materials is a part of the bid and attach material to the bid form(s).

14.40 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

14.41 DELIVERY:

It shall be the bidder's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the bidder fails to make delivery and any price differential will be charged against the Contractor.

14.42 PERFORMANCE BOND:

The successful bidder will be required to furnish a performance bond in the amount of \$300,000.00within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Vendors are required to tender this bond on a document approved by the Arizona Department of Insurance. Vendor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with bid serial number, title and return address. Additional bonding may be required on project work and the vendor will be required to furnish this by the deposit of a cashier's check.

14.43 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

14.44 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

14.45 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the Maricopa County Board of Supervisors.

14.46 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record

14.47 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

14.48 EVALUATION CRITERIA:

The evaluation of this bid will be based on but not limited to the following:

- 14.48.1 Compliance with specifications
- 14.48.2 Price
- 14.48.3 Vendor performance history
- 14.48.4 Reference

14.49 AWARD:

The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

14.50 MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

14.51 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 14.51.1 Cancel the contract, if it is currently in effect.
- 14.51.2 Determine the amount, which the County was overcharged and submit a request for payment from the vendor for that amount.
- 14.51.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

14.52 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein.

The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

14.52 CONTRACT ADMINISTRATION: (continued)

The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

14.53 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

14.54 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

14.55 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST - (602) 506-3450

Technical Telephone inquiries shall be addressed to:

JERRY ALLEN, TELECOMMUNICATIONS (602) 506-3933 DEBORAH OVERTON, MCSO (602) 256-1029

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

14.56 THERE WILL BE A <u>MANDATORY</u> PRE-BID CONFERENCE ON <u>DECEMBER 9, 1998, 9:00AM</u> AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

ACS DATALINE LP, 1325 S PARK LANE SUITE #2, TEMPE, AZ 85281

1826 KRAMER LANE, STE. M, AUSTIN TX 78758

15.0 Pricing:

B0602638/S076801

15.1 Price Sheet Base #1 General Government	Pro	ractor's pposed rice	Unit	xtended //8.7% CIP
Station cable (Unobstructed access) Unit price labor only.				
Based on average run of 175 feet. See section 9.1 for definitions				
New voice and new data in single outlet Attachment D-2	\$	56.25	per unit	\$ 61.14
New data in single outlet Attachment D-1	\$	33.75	per unit	\$ 36.69
New data cable and reterminate existing voice cable in single outlet Attachment D-3	\$	45.00	per unit	\$ 48.92
Riser or Campus cable Unit price labor only.				
Price per 100 pair to terminate copper cable on 66 type punch block	\$	67.50	per unit	\$ 73.37
Price per 100 pair to terminate copper cable on 110 type punch block	\$		per unit	\$ 73.37
Cable Pull 100 pair copper	\$		per ft.	\$ 0.86
Price per 12 strands to terminate fiber optic cable in an LIU	\$	278.10	per unit	\$ 302.29
Price per 12 strands to mechanical splice fiber optic cable	\$		per unit	\$ 146.75
Price per 12 strands to fusion splice fiber optic cable	\$	160.00	per unit	\$ 173.92
Cable Pull 12 strand fiber	\$	0.56	per ft.	\$ 0.61
Campus cable Unit price labor only.				
Price per 100 pair to terminate copper cable on 66 type punch block	\$	67.50	per unit	\$ 73.37
Price per 100 pair to terminate copper cable on 110 type punch block	\$	67.50	per unit	\$ 73.37
Cable Pull 100 pair copper	\$	0.85	per ft.	\$ 0.92
Price per 12 strands to terminate fiber optic cable in an LIU	\$	278.10	per unit	\$ 302.29
Price per 12 strands to mechanical splice fiber optic cable	\$	135.00	per unit	\$ 146.75
Price per 12 strands to fusion splice fiber optic cable	\$	160.00	per unit	\$ 173.92
Cable Pull 12 strand fiber	\$	0.56	per ft.	\$ 0.61
Other Services:				
Price for core drilling a 4 inch hole	\$		per inch	\$ 28.13
Core Drilling X-Ray	\$	150.00	per x-ray	\$ 163.05
Price per ft. for installation of buried 4 inch conduit				
(include cost of all materials and trenching)		12.00	2	
Soft Trench, unimproved dirt minimum of 18" deep.	\$	13.00	per ft.	\$ 14.13
Hard Trench, hard surface up to 4 inch concrete or asphalt removal and replacement minimum of 18" deep.	\$	25.00	per ft.	\$ 27.18
Price per ft. for each additional buried 4 inch conduit (PVC Schedule 40) same trench				
(include materials)	\$	2.98	per ft.	\$ 3.24
Price per ft. for 4 inch conduit installation suspended (EMT) form ceiling (include cost of all materials)	\$	22.45	per ft.	\$ 24.40
Price per ft. for 4 inch conduit installation suspended (RIGID) form ceiling	1		-	
(include cost of all materials)	\$	42.50	per ft.	\$ 46.20
Hourly rate for cross connects, terminal device placement and programming for Key				
Systems and misc. services as required.	\$	24.50	per hour	\$ 26.63
Hourly rate for cross connects and terminal device placement for SL100 System	\$	24.50	per hour	\$ 26.63
Hourly rate to pull and terminate station cable in areas with obstructed access	\$	22.00	per hour	\$ 23.91

Parts at cost plus 13.04 % X 8.7% = 14.17%

* See Amendment to Contract dated September 26, 2000

ACS DATALINE LP, 1325 S PARK LANE SUITE #2, TEMPE, AZ 85281

1826 KRAMER LANE, STE. M, AUSTIN TX 78758

15.0 Pricing:

B0602638/S076801

15.2 Price Sheet Base #2 SHERIFF'S OFFICE	Contractor Proposed	s Unit	Extended W/8.7%
ALL LUCENT SYSTIMAX SCS	Price		CIP
THE DOOR OF THE PROPERTY OF			522
Station cable (Unobstructed access) terminated, cross connected, tested and tagged			
Based on average run of 175 feet. See section 12.1 for definitions			
Includes all parts, materials and labor except patch panels.			
New voice and new data in single outlets.	\$ 33	2.52 per unit	\$ 361.45
New voice in single outlets.	\$ 16	9.80 per unit	\$ 184.57
New data cable and reterminate existing voice cable in single outlets.	\$ 18	5.66 per unit	\$ 201.81
Lucent 48 port patch panel, 110 block	\$ 27	7.15 per unit	\$ 301.26
Riser or Campus cable terminated, cross connected, tested and tagged			
Price per 100 pair to terminate copper cable on 66 type punch block	\$ 9	1.50 per unit	\$ 99.46
Price per 100 pair to terminate copper cable on 110 type punch block	\$ 11	5.50 per unit	\$ 125.55
Cable Pull 100 pair copper		1.83 per ft.	\$ 1.99
Price per 12 strands to terminate fiber optic cable in an LIU	\$ 65	9.44 per unit	\$ 716.81
Price per 12 strands to splice fiber optic cable using mechanical splice.		6.50 per unit	\$ 420.13
Price per 12 strands to splice fiber optic cable using fusion splice.		5.00 per unit	\$ 255.44
Cable Pull 12 strand fiber		2.04 per ft.	\$ 2.22
Campus cable terminated, cross connected, tested and tagged	Ψ	2.0 1 per 10.	Ψ 2.22
Diamateur 100 and the state of	Φ 01.5	20	Φ 00 46
Price per 100 pair to terminate copper cable on 66 type punch block	\$ 91.5 \$ 115.		\$ 99.46 \$ 125.55
Price per 100 pair to terminate copper cable on 110 type punch block Cable Pull 100 pair copper	\$ 115. \$ 2.1		\$ 125.55
Price per 12 strands to terminate fiber optic cable in an LIU	\$ 659.		\$ 716.81
Price per 12 strands to terminate inter optic cable using mechanical splice.	\$ 386.		\$ 420.13
Price per 12 strands to splice fiber optic cable using fusion splice.	\$ 235.		\$ 255.44
Cable Pull 12 strand fiber	\$ 2.0		\$ 2.22
Other Services			
Price for core drilling a 4 inch hole	\$ 2	5.88 per inch	\$ 28.13
Core Drilling X-Ray		0.00 per x-ray	
Price per ft. for installation of buried 4 inch conduit	1 7	F	1
(include cost of all materials and trenching)			
Soft Trench, unimproved dirt minimum of 18" deep.	\$ 1	3.00 per ft.	\$ 14.13
Hard Trench, hard surface up to 4 inch concrete or asphalt removal and	_		7
replacement minimum of 18" deep.	\$ 2	5.00 per ft.	\$ 27.18
Price per ft. for each additional buried 4 inch conduit (PVC Schedule 40) same trench			
(include materials)	\$	2.98 per ft.	\$ 3.24
Price per ft. for 4 inch conduit installation suspended (EMT) form ceiling			
(include cost of all materials)	\$ 2	2.45 per ft.	\$ 24.40
Price per ft. for 4 inch conduit installation suspended (RIGID) form ceiling		-	
(include cost of all materials)	\$ 4	2.50 per ft.	\$ 46.20
Hourly rate for cross connects, terminal device placement and programming for Key			
Systems, and misc. services i.e. Inventory transfers, 24 gauge wire pull for paging	\$ 2	4.50 per hour	\$ 26.63
Hourly rate for cross connects and terminal device placement for ECS System	\$ 2	4.50 per hour	\$ 26.63
Hourly rate to pull and terminate station cable in areas with obstructed access	\$ 2	2.00 per hour	\$ 23.91

* See Amendment to Contract dated September 26, 2000

ACS DATALINE LP, 1325 S PARK LANE SUITE #2, TEMPE, AZ 85281

1826 KRAMER LANE, STE. M, AUSTIN TX 78758

ACS Dataline has been asked to provide a Unit Price for the installation of Data Only services.

1. The following is the proposed Unit Price for the installation and testing of a Dual Data jack in a single outlet.

There is already a Unit Price for a new Voice and new Data in single outlets.

There are two cables run for this unit price. One for the voice and one siamese cat 5 cable for the data. A Unit Price for a Data Jack only, is achieved by simply removing the material cost and installation time costs of the voice portion of the unit.

ACS Dataline proposes the Unit Price for the installation of a dual data jack in a single outlet be \$210.00 per unit.

* See Amendment to Contract dated September 26, 2000

TERMS: NET 30

FEDERAL TAX ID NUMBER: 74-2421083 74-2901065

TELEPHONE NUMBER: (512) 837-4400 480/929-9942

FAX NUMBER: (512) 837-6767 480/929-9569

CONTACT PERSON: GEORGE SAMPLE Michael O'Donnell

E-MAIL (REP) michael odonnell@acsdataline.com

VENDOR NUMBER: 742421083 742901065 A

CONTRACT PERIOD: TO COVER PERIOD ENDING FEBRUARY 28, 2002 2003 2004.

ADKINS CABLING, 4202 E. ELWOOD, STE. 34, PHOENIX AZ 85040

16.0 Pricing:

B0602638/S076801

15.1 Price Sheet Base #1 General Government	Contractor's Proposed Price	Unit
Station cable (Unobstructed access) Unit price labor only.		_
Based on average run of 175 feet. See section 9.1 for definitions		
New voice and new data in single outlet Attachment D-2	\$-59.18	per unit
New data in single outlet Attachment D-1	\$ 47.34	per unit
New data cable and reterminate existing voice cable in single outlet Attachment D-3	\$ -53.26	per unit
Riser or Campus cable Unit price labor only.		
Price per 100 pair to terminate copper cable on 66 type punch block	\$ <u>23.67</u>	per unit
Price per 100 pair to terminate copper cable on 110 type punch block	\$ 23.67	per unit
Cable Pull 100 pair copper	\$ 2.49	per ft.
Price per 12 strands to terminate fiber optic cable in an LIU	\$ <u>94.68</u>	per unit
Price per 12 strands to mechanical splice fiber optic cable	\$ 71.01	per unit
Price per 12 strands to fusion splice fiber optic cable	\$ 71.01	per unit
Cable Pull 12 strand fiber	\$ 2.49	per ft.
Campus cable Unit price labor only.		
Price per 100 pair to terminate copper cable on 66 type punch block	\$ 35.51	per unit
Price per 100 pair to terminate copper cable on 110 type punch block	\$ <u>35.51</u>	per unit
Cable Pull 100 pair copper	\$ 1.66	per ft.
Price per 12 strands to terminate fiber optic cable in an LIU	\$ <u>94.68</u>	per unit
Price per 12 strands to mechanical splice fiber optic cable	\$ 71.01	per unit
Price per 12 strands to fusion splice fiber optic cable	\$ 71.01	per unit
Cable Pull 12 strand fiber	\$ 1.66	per ft.
Other Services:	\$ 23.67	per hour
Price for core drilling a 4 inch hole	\$ 100.00	per hole
Core Drilling X-Ray	\$ 80.00	per x-ray
Price per ft. for installation of buried 4 inch conduit		
-(include cost of all materials and trenching)		
— Soft Trench, unimproved dirt minimum of 18" deep.	\$ 6.31	per ft.
Hard Trench, hard surface up to 4 inch concrete or asphalt removal and replacement minimum of 18" deep.	\$ 20.00	man ft
Price per ft. for each additional buried 4 inch conduit (PVC Schedule 40) same trench	\$ 20.00	per ft.
(include materials)	\$ <u>1.65</u>	per ft.
Price per ft. for 4 inch conduit installation suspended (EMT) form ceiling	Ψ 1.02	per re.
(include cost of all materials)	\$ 9.18	per ft.
Price per ft. for 4 inch conduit installation suspended (RIGID) form ceiling	, · · · · · · · · · · · · · · · · · · ·	
(include cost of all materials)	\$ 9.18	per ft.
Hourly rate for cross connects, terminal device placement and programming for Key		
Systems and misc. services as required.	\$ 23.67	per hour
Hourly rate for cross connects and terminal device placement for SL100 System	\$ 23.67	per hour
Hourly rate to pull and terminate station cable in areas with obstructed access	\$ 23.67	per hour

Parts at cost plus __7___%

15.0 Pricing:

15.2 Price Sheet Base #2 ————————————————————————————————————	Contractors Proposed	Unit
ALL LUCENT SYSTIMAX SCS	Price	
Station cable (Unobstructed access) terminated, cross connected, tested and tagged		
Based on average run of 175 feet. See section 12.1 for definitions		
Includes all parts, materials and labor except patch panels.		
menues an parts, materials and labor except paten panels.		
New voice and new data in single outlets.	\$ 201.29	per unit
New voice in single outlets.	\$ 133.16	per unit
New data cable and reterminate existing voice cable in single outlets.	\$ 133.16	per unit
Lucent 48 port patch panel, 110 block	\$ 240.50	per unit
Eucent 10 port puter puner, 110 block	Ψ 2 10.50	per unit
Riser or Campus cable terminated, cross connected, tested and tagged		
Price per 100 pair to terminate copper cable on 66 type punch block	\$ 78.35	per unit
Price per 100 pair to terminate copper cable on 110 type punch block	\$ 59.68	per unit
Cable Pull 100 pair copper	\$ 1.99	per ft.
Price per 12 strands to terminate fiber optic cable in an LIU	\$ 272.71	per unit
Price per 12 strands to splice fiber optic cable using mechanical splice.	\$ 815.09	per unit
Price per 12 strands to splice fiber optic cable using fusion splice.	\$ 344.32	per unit
Cable Pull 12 strand fiber	\$ 2.49	
	\$ 2./19	per ft.
Campus cable terminated, cross connected, tested and tagged		
Price per 100 pair to terminate copper cable on 66 type punch block	\$ 78.35	per unit
Price per 100 pair to terminate copper cable on 110 type punch block	\$ 59.68	per unit
Cable Pull 100 pair copper	\$ 2.28	per ft.
Price per 12 strands to terminate fiber optic cable in an LIU	\$ 272.71	per unit
Price per 12 strands to splice fiber optic cable using mechanical splice.	\$ 815.09	per unit
Price per 12 strands to splice fiber optic cable using fusion splice.	\$ 344.32	per unit
Cable Pull 12 strand fiber	\$ 2.55	per ft.
Other Services	\$ 23.67	per hour
Price for core drilling a 4 inch hole	\$ 105.26	per hole
Core Drilling X-Ray	\$ 84.21	per x-ray
Price per ft. for installation of buried 4 inch conduit	1, 2,12	F
(include cost of all materials and trenching)		
— Soft Trench, unimproved dirt minimum of 18" deep.	\$ 6.31	per ft.
— Hard Trench, hard surface up to 4 inch concrete or asphalt removal and	,	
replacement minimum of 18" deep.	\$ 19.00	per ft.
Price per ft. for each additional buried 4 inch conduit (PVC Schedule 40) same trench		_
(include materials)	\$ 1.73	per ft.
Price per ft. for 4 inch conduit installation suspended (EMT) form ceiling		
(include cost of all materials)	\$ 9.18	per ft.
Price per ft. for 4 inch conduit installation suspended (RIGID) form ceiling		
(include cost of all materials)	\$ 9.18	per ft.
Hourly rate for cross connects, terminal device placement and programming for Key		Î
Systems, and misc. services i.e. Inventory transfers, 24 gauge wire pull for paging	\$ 23.67	per hour
Hourly rate for cross connects and terminal device placement for ECS System	\$ 23.67	per hour
Hourly rate to pull and terminate station cable in areas with obstructed access	\$-23.6 7	per hour
Patch cable 6'	\$ 6.07	per unit
Patch cable 10'	\$ 7.56	per unit

ADKINS CABLING, 4202 E. ELWOOD, STE. 34, PHOENIX AZ 85040

TERMS:		<u>NET 30</u>
FEDERAL TAX ID NUMBER:		86-0905188
TELEPHONE NUMBER:		(602) 470-1583
FAX NUMBER:		(602) 470-1586
CONTACT PERSON:		ROB PRADO
VENDOR NUMBER:		-860905188
CONTRACT PERIOD:	TO COVER PERIOD ENDING	FEBRUARY 28, 2002